

**DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS AND RESEARCH**

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**HOLIDAY PROVISION**

FOR

**TREE TRIMMER  
(HIGH VOLTAGE LINE CLEARANCE)**

IN

MONTEREY, SAN BENITO AND SAN LUIS OBISPO COUNTIES

**AGREEMENT**  
**BETWEEN**  
**ARBOR TREE SURGERY COMPANY**  
**A CALIFORNIA CORPORATION**

**AND**

**LOCAL UNION 1245 OF THE**  
**INTERNATIONAL BROTHERHOOD OF**  
**ELECTRICAL WORKERS, AFL-CIO**

**R E C E I V E D**  
Department of Industrial Relations

JAN 28 2003

Div. of Labor Statistics & Research  
Chief's Office

**TERM: January 1, 2002 - December 31, 2003**

- (b) A supervisory employee who was not at the time of demotion a member of the collective bargaining unit shall have the right to demote or displace into the bargaining unit as per the provisions of this Article.

10.2 The Company shall give as much notice as possible of any layoff.

10.3 If in the application of the provisions of this Article an employee in a classification which, in the normal line of progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification but shall be given the rate of the classification next higher thereto.

10.4 Lump-sum bid crews will be selected from volunteers by the Company regardless of seniority status.

#### **ARTICLE XI PAID DAYS OFF**

11.1 Employees will regard the following six (6) days as non-workdays in the basic workweek: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Non-workdays falling on Saturday will be observed on Friday. Non-workdays falling on Sunday will be observed on Monday.

11.2 Employees required to work on non-workdays above will be entitled to compensation at one and one-half (1-1/2) times their regular straight-time pay.

11.3 Employees covered by this Agreement shall be entitled to paid days off as follows:

- (a) First year, up to thirteen (13) days. An employee will be credited with eight and two-thirds (8-2/3) hours per month of every month of attendance as per Section 11.4 except that he/she may not take any credited time during probationary employment and will only be allowed a maximum of one-half (1/2) his/her credit up to one (1) year.
- (b) Second year through nine years, up to nineteen (19) days. An employee will be credited with twelve and two-thirds (12-2/3) hours per month for every month of attendance as per Section 11.4
- (c) Starting with his/her tenth year and up, he/she will be allowed up to twenty-five (25) days. An employee will be credited with 16.7 hours per month for every month of attendance as per Section 11.4.

11.4 Employees will be permitted their choice of paid days off for any reason (personal, vacation, holidays, non-workdays, etc.) on a seniority basis. If it can be done without interfering with the work in progress, except as provided in Section 13.3 (a), above, and provided they are arranged for in advance. No partial days will be allowed. All employees will be required to use any remaining paid days off for non-workday.